

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

GLOBAL LINK, LLC.,

Plaintiff,

Case No. 06-CV-14938

vs.

HON. GEORGE CARAM STEEH

KARAMTECH CO., LTD.,

Defendant.

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OPINION AND ORDER DENYING PLAINTIFF'S
MOTION FOR RECONSIDERATION [DOC. 15]

This case involves a dispute over a sales agent contract. Plaintiff Global Link, L.L.C., is an independent sales representative firm in the automotive industry, and is a Michigan limited liability company with its principal place of business in Michigan. Defendant Karamtech Co., Ltd., is a manufacturer of automotive interior parts, and is a South Korean corporation with its principal place of business in South Korea. Plaintiff's cause of action is for breach of contract and declaratory judgment. Defendant brought a motion to dismiss pursuant to the forum-selection clause contained in the parties' Sales Agent Contract. After briefing and oral argument, the Court entered an order granting defendant's motion to dismiss.

Plaintiff filed a motion for reconsideration, arguing that the Court erred in applying the Korean choice-of-law provision in the contract instead of applying Michigan's conflict of laws rules. Local Rule 7.1(g)(3) of the Local Rules of the United States District Court for the Eastern District of Michigan provides:

[M]otions for rehearing or reconsideration which merely present the same issues ruled upon by the court, either expressly or by reasonable implication, shall not be granted. The movant shall not only demonstrate a

palpable defect by which the court and the parties have been misled but also show that a different disposition of the case must result from a correction thereof.

A federal court exercising diversity jurisdiction applies the conflict rules of the forum state, in this case Michigan. “In resolving choice-of-law issues, Michigan courts follow §§ 187 and 188 of the Second Restatement of Conflict of Laws.” Kipin Industries, Inc. v. Van Deilen International, Inc., 182 F.3d 490, 493 (6th Cir. 1999) (citations omitted). Section 187 of the Second Restatement of Conflict of Laws provides for application of the law of the state chosen by the parties. In its opinion and order, this Court concluded that interpretation of the forum selection clause contained in the parties’ contract came within the meaning of “enforcement” of the agreement, and therefore Korean law applied to interpreting the forum selection clause. The Court found that the parties had made an effective choice of law for purposes of § 187.

The court finds that plaintiff’s motion for reconsideration reiterates earlier arguments which have been previously considered and addressed. Accordingly,

IT IS ORDERED that plaintiff’s motion for reconsideration is hereby DENIED.

So ordered.

Dated: July 3, 2007

S/George Caram Steeh
GEORGE CARAM STEEH
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

Copies of this Order were served upon attorneys of record on July 3, 2007, by electronic and/or ordinary mail.

s/Josephine Chaffee
Deputy Clerk